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ing tends to injury of the plaintiffs' trade. See *Pillsbury etc. Co. v. Eagle*, 86 Fed. 608, 30 C. C. A. 386, where Chicago dealers were enjoined by Minnesota manufacturers from falsely branding inferior flour as "Minnesota Patent," or "Minneapolis." See also note 30 C. C. A. 376. In a recent case reported in 106 Fed., the brand "California Pears" was likewise protected as against inferior Eastern fruit.

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**PERSONAL REPRESENTATIVES—ATTORNEYS' SERVICES.**—A subsequent administrator succeeds to all the powers and duties of his predecessor, and takes the assets subject to all the obligations incurred in relation thereto. Where an attorney was employed by an administrator to prosecute a claim for damages against a railroad company for the negligent killing of his intestate, and the administrator was subsequently removed and another appointed in his stead, who at once compromised the suit instituted by the attorney upon the claim, it was *Held*, That the assets in his hands are liable to the payment of the fee of the attorney stipulated for by the first administrator. Such administrators are but successive trustees. If they take the trust fund, they take it subject to all the legal obligations which may attach thereto. *Thompson v. Nowlin* (W. Va.), 41 S. E. 178.

Per Dent, P.:

"This controversy resolves itself into a question as to which of two attorneys should have the third of the money obtained for the death of Wm. J. Gordon, as a fee for services rendered. Plaintiff had an honest, open, and fair contract with the legal administratrix. Defendant, fully aware of this, proceeds to have the administratrix unjustly removed, and himself appointed in her place. Then, without consulting with the plaintiff, he proceeds, with full knowledge of plaintiff's rights and services, to compromise with the Chesapeake & Ohio Railway Company, and obtains the money, removes it from the jurisdiction of the state, and thus defrauds plaintiff of his fee, when it was his duty to have protected him. It is said there is honor even among thieves, and if such be the case, there is no good reason why it should not exist among lawyers—the true conservators of honor. They certainly should not stoop to practices, as against each other, worthy only of the shyster. And when such practices are resorted to, the courts should mete out to the offender even-handed justice. He should not be permitted to escape with his ill-gotten gains beyond their jurisdiction. A high standard of honor should be zealously preserved among the practitioners, and the same should be required of non-resident attorneys, who, as a matter of comity, are permitted to enjoy equal rights with them."

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**PARTNERSHIP—SETTING ASIDE OF SETTLEMENT FOR FRAUD—TERMS.**—A retired partner brought suit to set aside an amicable settlement of the partnership affairs, by which he was paid a consideration for his interest in the assets and good will turned over to the other partner. The grounds alleged were fraud and concealment of the true value of the assets and state of the business. Defendant demurred upon the single ground that complainant did not in his bill offer to pay back to defendant the consideration which he had received. *Held*,